



4035 Arendell Street
Morehead City, NC 28557
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Company: Collaborative Effort

Name: Ralph Evans
Street Address: PO Box 68
City, State: Hollister, NC
Postal Code: 27844
Phone Number: 252-578-5003
E-mail Address: ralph@necollaborative.org

NAME OF EVENT: Collaborative Effort

PROGRAM DATES: April 7th-9th, 2017

GUEST ROOM COMMITMENT

The Hotel agrees that it will provide, and **Collaborative Effort** agrees that it will be responsible for utilizing, the room nights in the pattern set forth below (such number and such pattern, the "Room Night Commitment"):

Dates	1 King Bed Non View	1 King Bed Water view	2 Double Beds Non View	2 Double Beds Water view	Suite
Thurs 04/06/2017	0	0	0	0	1
Fri 04/07/2017	5	6	44	34	1
Sat 04/08/2017	5	6	44	34	1

GROUP ROOM RATES

Based upon the room night commitment as outlined in this agreement, Hotel confirms the following group rates (net of all taxes):

Rates	Single	Double
King Bed Street View	\$119.00	\$119.00
King Bed Water View	\$119.00	\$119.00
Double Queen Street view	\$119.00	\$119.00
Double Queen Waterview	\$119.00	\$119.00

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Suite	\$119.00	\$119.00
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Hotel room rates are subject to applicable state and local taxes (**12.75%**) in effect at the time of check in.

- Rates are based upon Single or Double Occupancy/ \$15.00 charge for each additional adult sharing the room (limit 4). Children under 18 stay free with parents.
- All hotel guest rooms are designated as non-smoking. Please smoke in the designated outdoor smoking areas.
- Hampton Inn “On the House Hot Breakfast” is included in guest room rate.
- Wireless Internet is Complimentary.
- A fee up to \$250.00 USC will be assessed for smoking in a non- smoking room. Please ask the Front Desk for locations of designated outdoor smoking areas.

**Check in time is 4:00pm. Check out time is 11:00am. No late check outs can be provided.*

COMMISSION

The group room rates listed above are net non-commissionable. **Collaborative Effort** will advise its designated agency(ies) of these rates and address any resulting agency compensation issues directly with the management of the appropriate agency.

METHOD OF RESERVATIONS

- ☐ A Rooming List will be provided to the hotel on or before the release date as outlined in the agreement.

CUTOFF DATE

Reservations by attendees must be received on or before **March 6th, 2017** (the “Cutoff Date”). At the Cutoff Date, Hotel will review the reservation pickup for the Event, release the unreserved rooms for general sale, and determine whether it can accept reservations based on a space- and rate-available basis at the group rate after this date.

Release of rooms for general sale following the Cutoff Date does not affect **Collaborative Effort** obligation, as discussed elsewhere in this Agreement, to utilize guest rooms.

GUARANTEED RESERVATIONS

All reservations must be accompanied by a first night room deposit or guaranteed with a major credit card. Hotel will not hold any reservations unless secured by one of the above methods.

If pay any portion of the obligation will be paid by credit card or company check, the **attached credit card authorization** form must be filled out, **signed, and returned** prior to execution of this Agreement.

The **attached** form must also be filled in if direct billing has not been approved and the Master Account charges will be paid by credit card or company check.

BILLING ARRANGEMENTS

The following billing arrangements apply:

- ☐ Transfer Room & Tax only to Master folio. **To be paid by Check upon Check out.** Individuals are responsible for any Incidental Charges. (cash-paying guests may be asked to leave a cash or credit card deposit to guarantee payment)

ROOMS ATTRITION

Hotel is relying upon the use of the Room Night Commitment. **Collaborative Effort** agrees that a loss will be incurred by Hotel if actual usage is less than **80%** of the Room Night Commitment.

If actual usage is less than 80% of the Room Night Commitment, **Collaborative Effort** agrees to pay, as liquidated damages and not as a penalty, the difference between 80% of the Room Night Commitment and actual usage, multiplied by the average group room rate, plus applicable taxes.

ADJUSTMENTS TO CONCESSIONS

In the event of reductions in the Room Night Commitment, the Hotel may adjust any concessions previously offered in this Agreement, including those concessions offered on a complimentary basis, and may also adjust the Function Space in direct proportion to the reduction in the Room Night Commitment.

ADVANCED DEPOSIT

An advanced deposit of **\$1,000.00** will be required in order for us to hold your arrangements on a definite basis. This deposit is due on **2/8/2017** and will be credited toward your Master Account. The advance deposit is non- refundable if your event is cancelled after the agreed cancellation date. Please make checks payable to: Hampton Inn Morehead City.

SPECIAL INSTRUCTIONS

Hotel will offer 1 per 40 comp policy. Rooms to be Comp'd based on actual pick up.

The hotel will offer a Suite for Ralph Evans at the group rate of \$109.00 for the dates of April 6th-9th, 2017 only.

FUNCTION SPACE AND MEETING ROOM RENTAL

Based on the requirements outlined by **Collaborative Effort**, the Hampton Inn has reserved the function space set forth on the following Event Agenda

<u>DAY</u>	<u>DATE</u>	<u>START</u>	<u>END</u>	<u>FUNCTION</u>	<u>ROOM</u>	<u>SETUP</u>	<u>ATTN</u>	<u>RENTAL</u>
<u>Saturday</u>	<u>4/8/2017</u>	<u>06:00am</u>	<u>10:00am</u>	<u>Breakfast Overflow</u>	<u>Carteret Room</u>	<u>Classroom</u>	<u>Flow-115</u>	<u>Waived</u>
<u>Sunday</u>	<u>4/9/2017</u>	<u>06:00am</u>	<u>10:00am</u>	<u>Breakfast Overflow</u>	<u>Carteret Room</u>	<u>Classroom</u>	<u>Flow-115</u>	<u>Waived</u>

*Meeting and banquet room rental rates are subject to 6.75% North Carolina Sales Tax and 20% Service Charge.

CANCELLATION

Collaborative Effort acknowledges that if it cancels or otherwise essentially abandons its planned use of the Room Night Commitment (a "Cancellation"), this action would constitute a breach of obligation to Hotel and Hotel would be harmed. Because Hotel's harm (and the obligation to compensate Hotel for that harm) is likely to increase if there is a delay in notifying Hotel of any Cancellation, **Collaborative Effort** agrees to notify Hotel, in writing, within five (5) business days of any decision to Cancel. In addition, if a Cancellation occurs, the parties agree that:

- It would be difficult to determine Hotel's actual harm.
- Due to the short period of time between the execution of this Agreement and the Event dates, and/or the projected non-capacity occupancy of the Hotel over the Event dates, Hotel is unlikely to be able to resell rooms or function space on a "last-sale" basis in the event of a Cancellation.
- The amount set forth below reasonably estimates Hotel's harm for a Cancellation.

Collaborative Effort therefore agrees to pay Hotel, within thirty (30) days after any Cancellation, as liquidated damages and not as a penalty, DOLLAR AMOUNT THAT IS EQUAL TO 80% OF THE EXPECTED ROOMS REVENUE FROM THE EVENT, plus applicable taxes. Provided that Hotel is notified in a timely manner of the Cancellation and timely pays the above liquidated damages, Hotel agrees not to seek additional damages relating to the Cancellation.

IMPOSSIBILITY

The performance of this Agreement is subject to termination without liability upon the occurrence of any circumstance beyond the control of either party – such as acts of God, war, acts of terrorism, government regulations, disaster, strikes, civil disorder, or curtailment of transportation facilities – to the extent that such circumstance makes it illegal or impossible for the Hotel to provide, or for groups in general to use, the Hotel facilities. The ability to terminate this Agreement without liability pursuant to this paragraph is conditioned upon delivery of written notice to the other party setting forth the basis for such termination as soon as reasonably practical - but in no event longer than ten (10) days - after learning of such basis.

CHANGES, ADDITIONS, STIPULATIONS, OR LINING OUT

Any changes, additions, stipulations, or deletions, including corrective lining out by either party will not be considered agreed to or binding on the other unless such modifications have been initialed or otherwise approved in writing by the other.

LITIGATION EXPENSES

The parties agree that, in the event litigation relating to this Agreement is filed by either party, the nonprevailing party in such litigation will pay the prevailing party's costs resulting from the litigation, including reasonable attorneys' fees.

ACCEPTANCE

Only upon signature of this document by all parties will this document constitute a binding agreement. Unless the Hotel otherwise notifies **Collaborative Effort** at any time prior to execution of this document, the outlined format and dates will be held by the Hotel for **Collaborative Effort** on a first-option basis until **March 1, 2016**. If **Collaborative Effort** cannot make a commitment prior to that date, this invitation to offer will revert to a second-option basis or, at the Hotel's option, the arrangements will be released, in which case neither party will have any further obligations.

SIGNATURES

Approved and authorized by:

Name: (Print) _____

Title: (Print) _____

Signature: _____

Date: _____

Approved and authorized by Hotel:

Name: _____

Title: _____

Signature: _____

Date: _____

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